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DEPARTMENT OF CORRECTIONS  
CONTRACT FOR SPECIAL SERVICES – TWELFTH AMENDMENT

BY AGREEMENT of both parties this 23rd day of June, 2008, the Contract for Special Services (the "Contract") between the State of Maine, Department of Corrections hereinafter called "Department" or "MDOC," and Correctional Medical Services, Inc., hereinafter called "Provider," is hereby amended as follows:

1. In accordance with Section II(A) of Rider 7 to Agreement to Purchase Services – Ninth Amendment, the Ninth Amendment to the Contract is renewed for a period of one (1) year, to June 30, 2009.
2. In accordance with Section 1 of Rider A-8 to Agreement to Purchase Services – Tenth Amendment, the provisions of Sections 2 and 4 of Rider A-8 are extended for a period of one (1) year, to June 30, 2009.
3. The Contract is amended effective July 1, 2008, in accordance with the provisions of Rider A-9 attached hereto.
4. The dollar amount of the Contract is increased by \$12,509,441.00.
5. All other terms and conditions of the Contract between MDOC and Provider, including the original Contract dated March 26, 2003, amendments 1-11, and renewals 1-5, remain in full force and effect.

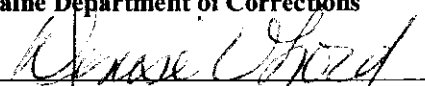
The following riders and exhibits are hereby incorporated into this Twelfth Amendment and made a part of it by reference:

Rider A-9 to Agreement to Purchase Services – Twelfth Amendment  
Exhibit 1 to Twelfth Amendment – Contract Staffing Plan  
Exhibit 2 to Twelfth Amendment – Estimated Personnel Costs – Women's Reentry Center  
Exhibit 3 to Twelfth Amendment – Estimated Personnel Costs – Psychiatric Services  
Exhibit 4 to Twelfth Amendment – CMS Corporate Resolution

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this Twelfth Amendment in six originals as of the day and year first above written.

Maine Department of Corrections

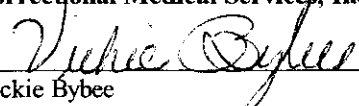
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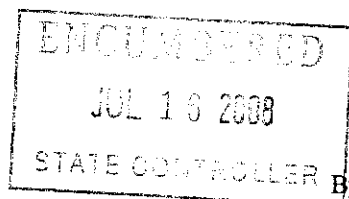
  
Denise V. Lord, Associate Commissioner

and

Correctional Medical Services, Inc.

By:

  
Vickie Bybee  
Chief Operating Officer



Approved, State Purchases Review Committee

Date:

Encumbrance Number: 20010716-1791  
Old Contract Amount: \$ 65,669,881.69  
Increase Amount: \$ 12,509,441.00  
New Contract Amount: \$ 78,179,332.69

Vendor Code: VC1000005621  
Account: See List

Termination Date: June 30, 2009

ACCOUNT CODING

VEN CODE	DOC CODE	END	CON	OPN	SEL	APPR	VEN	DOC	END	CON	OPN
VC 1000005621	1188.429.81	010	03A	4090		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	1,279,819.76	010	03A	4901		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	4,115,158.08	010	03A	4092		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	3,611,320.02	010	03A	4093		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	503,129.51	010	03A	4094		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	214,652.02	010	03A	4096		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	435,680.94	010	03A	4097		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	438,825.89	010	03A	4099		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	643,607.97	010	03A	4101		01		4028			

VENDOR CODE	DOC TOTAL	END	AGY	ORG	SUB ORG	APPR	ACTIVITY	OBJ	SUB ORG	REFERENCE	REPORT CLASS
VC1000005621	78,817.00	010	03A	4028		01		4028			

**RIDER A-9**  
**to**  
**AGREEMENT TO PURCHASE SERVICES – TWELFTH AMENDMENT**

1. Section III(6) of Rider 7 to Agreement to Purchase Services – Ninth Amendment is amended to read as follows:

6. To provide psychiatry services, including the prescription of medications, in a cost-effective manner with full reporting and accountability to the Administration of MDOC.

2. Section IV(C)(4) of Rider 7 to Agreement to Purchase Services – Ninth Amendment is amended by adding at the end the following:

The Provider psychiatrists and psychiatric nurse practitioner shall work collaboratively with MDOC and MDOC's pharmacy contractor to identify and implement cost-effective methods for the acquisition and prescription of medications.

3. Section VI(B)(5) of original Rider A is amended as follows:

5. On any day that a MDOC nurse does not provide a scheduled service, Provider may, but is not required to, provide the service if requested by the On-Site Manager. If Provider furnishes a scheduled service for the MDOC nurse, Provider shall submit to MDOC the information required by paragraph VII(C) and MDOC shall add to the contractual payment an amount equivalent to the rate for the nurse contained in the applicable matrix in Exhibit 1 Provider's actual costs incurred in providing the backfilling service. Provider may not use an outside staffing agency to provide the backfilling services without the prior written approval of the Agreement Administrator. Provider may backfill for a State position only when doing so does not result in a lack of coverage for any part of a shift of a clinical position required of Provider under this Agreement.

4. Sections VII(A)(1)(b) and (c) of original Rider A, as last amended by Section 4 of the Eleventh Amendment, are further amended as follows:

- b. Total Agreement Price for medical services for the twelve-month period of January 1, 2008 to December 31, 2008: (i) ~~\$11,584,316.00~~ \$11,535,423.00 for health care services at all MDOC facilities other than WRC; (ii) ~~\$426,890.50~~ \$853,938.50 for psychiatry services at all MDOC facilities in accordance with the Ninth Amendment; and (iii) ~~\$44,584.70~~ \$83,992.70 for health care services at the WRC in accordance with ~~this~~ the Tenth Amendment.
- c. Total Agreement Price for medical services for the six-month period of January 1, 2009 to June 30, 2009: (i) ~~\$5,747,157.00~~ \$5,788,264.00 for health care services at all MDOC facilities other than WRC; (ii) \$427,048.00 for psychiatry services at all MDOC facilities in accordance with the Ninth Amendment; and (iii) \$39,408.00 for health care services at the WRC in accordance with the Tenth Amendment.

The above fees include amounts for, among other things, CPR and other personal protection equipment, the training specified in subparagraph V(BB)(2), and the smoking cessation program services specified in paragraph V(GG).

5. Section VII(C), as added by Section 4 of Rider A-8 to the Tenth Amendment, is amended as follows:

C. WRC Cost-Plus Compensation. As part of the Total Agreement Price for health care services specified in paragraphs VII(A)(1)-VII(A)(3), MDOC shall pay Provider, for health care services furnished and costs incurred in the furnishing of health care services at the WRC, the following cost-plus-based compensation:

a. WRC Personnel Costs

MDOC shall reimburse Provider for its actual personnel costs and expenses associated with providing health care services on site at the WRC (the "WRC Personnel Costs"). Provider's estimated WRC Personnel Costs for the term of this Amendment are \$45,100.52 \$58,992.00, as set forth on Exhibit 2 to this Twelfth Amendment. The parties understand and agree that this estimated or budgeted amount for WRC Personnel Costs is intended to facilitate monthly expense reconciliation and is not intended as a cap or a floor on the amount to be paid to Provider for its actual WRC Personnel Costs.

The hourly rate of compensation paid by Provider to Provider's staff providing health care services at the WRC shall not exceed the hourly compensation rates specified on Exhibit 1 to this Amendment, provided, however, that the parties may agree in writing to compensation that exceeds the rate(s) specified on Exhibit 2 to this Amendment.

b. WRC Administrative and Management Fee

MDOC shall pay Provider a fixed WRC Management and Administrative Fee in the amount of \$23,510.38 \$19,825.00 for health care services provided at the WRC for the term of this Amendment. The WRC Management and Administrative Fee includes expenses for employee related travel and training; office and telecommunication costs; and management and supervision.

c. WRC Services Budget

The sum (~~\$68,610.90~~ \$78,816.00) of the total estimated WRC Personnel Costs and the total fixed WRC Management and Administrative Fee for the term July 1, 2008, to June 30, 2009, will be referred to as the "WRC Services Budget."

6. Section VII(C-1) is added as follows:

C-1. Recruitment

If Provider recruits (i) a replacement psychiatrist or psychiatric nurse practitioner or (ii) a physician, nurse practitioner, or nurse to provide services at the Women's Reentry Center, MDOC shall reimburse Provider for Provider's reasonable, actual costs incurred in the recruitment.

7. Section VIII(A) of Rider A-7 to the Ninth Amendment is further amended as follows:

A. Amendment Price

1. MDOC shall pay Provider, for services furnished and costs incurred by Provider during the term of and in accordance with this Amendment, on the following cost-plus basis:

- a. Personnel Costs

MDOC shall reimburse Provider for its actual personnel costs and expenses associated with providing services under this Amendment (the "Personnel Costs"). Provider's estimated Personnel Costs for the term of this Amendment are ~~\$625,650.83~~ \$760,686.00, as set forth on Exhibit 3 to this Amendment. The parties understand and agree that this estimated or budgeted amount for Personnel Costs is intended to facilitate monthly expense reconciliation and is not intended as a cap or a floor on the amount to be paid to CMS for its actual Personnel Costs.

The hourly rate of compensation paid by Provider to the Provider psychiatrists and the Provider psychiatric nurse practitioner shall not exceed the hourly compensation rates specified on Exhibit 3 to this Amendment, provided, however, that the parties may agree in writing to compensation that exceeds the rate(s) specified on Exhibit 3 to this Amendment.

- b. Administrative and Management Fee

MDOC shall pay Provider a fixed Management and Administrative Fee in the amount of ~~\$85,833.33~~ \$93,410.00 for the term of this Amendment. The Management and Administrative Fee includes expenses for employee related travel and training; office and telecommunication costs; and management and supervision.

- c. Psychiatry Services Contract Budget

The sum (~~\$711,484.17~~ \$854,096.00) of the total estimated Personnel Costs for the term of this Amendment and the fixed Management and Administrative Fee for the term will be referred to as the "Psychiatry Services Contract Budget."

8. Section 4 of Rider A-8 to Agreement to Purchase Services – Tenth Amendment (“Rider A-8”), amending Section VII(C)(a) of the Contract, is amended by inserting after the first paragraph the following new paragraph:

On the fifteenth (15<sup>th</sup>) day of each calendar month, Provider shall notify the Agreement Administrator if the actual WRC Personnel Costs incurred through the fifteenth (15<sup>th</sup>) day of that month exceed 1/24<sup>th</sup> of the Total Estimated Personnel Costs as stated on Exhibit 1 to Rider A, in order to afford MDOC an opportunity to take action to avoid, or reduce the amount by which, the month’s actual WRC Personnel Costs exceed the month’s estimated WRC Personnel Costs. Provider may provide such notification by e-mail or hard-copy correspondence.

9. Exhibit 1 to the Eleventh Amendment – Contract Staffing Plan – is deleted and replaced by Exhibit 1 to this Twelfth Amendment.

10. Exhibit 1 to the Tenth Amendment – Estimated Personnel Costs – Women’s Reentry Center is deleted and replaced by Exhibit 2 to this Twelfth Amendment.

11. Exhibit 1 to the Ninth Amendment – Estimated Personnel Costs – Psychiatry Services is deleted and replaced by Exhibit 3 to this Twelfth Amendment.

**EXHIBIT 1 TO TWELFTH AMENDMENT**  
**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
**June, 2008**

Facility	Position	Shift	Hours/Week	Total FTE
<b>Regional Office</b>				
	Regional Administrator	D	40.00	1.000
	Regional Medical Director	D	24.00	0.600
	Administrative Assistant	D	40.00	1.000
	Total CMS Hours		104.00	2.600
	Total DOC Hours*		-	-
	Total Hours		104.00	2.600
<b>Maine Correctional Center - MCC</b>				
	Physician	D	24.00	0.600
	Psychiatrist **	D	33.85	0.846
	Physician Assistant	D	40.00	1.000
	Psychiatric Nurse Practitioner**	D	40.00	1.000
	Nurse Practitioner - Female Unit	D	8.00	0.200
	Dentist	D	20.00	0.500
	Health Services Administrator	D	40.00	1.000
	Director of Nursing	D	40.00	1.000
	Administrative Assistant	D	40.00	1.000
	Medical Records Clerk	D	40.00	1.000
	Dental Assistant	D	20.00	0.500
	Dental Hygienist	D	16.00	0.400
	Supervisor, Masters Level			
	Counselor	D	40.00	1.000
	Masters Level Counselor	D	120.00	3.000
	RN	D	224.00	5.600
	Social Worker	D	40.00	1.000
	LPN	D	104.00	2.600
	Med Tech	D	30.00	0.750
	RN	E	112.00	2.800
	Med Tech	E	40.00	1.000
	RN	N	56.00	1.400
	LPN	N	40.00	1.000
	Total CMS Hours		1167.85	29.196
	Total DOC Hours*		-	-
	Total Hours		1167.85	29.196

\* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan

\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.

**EXHIBIT 1 TO TWELFTH AMENDMENT**  
**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
**June, 2008**

Facility	Position	Shift	Hours/Week	Total FTE
<b>Bolduc Correctional Facility - BCF</b>				
	RN *	D	40.00	1.000
	Total CMS Hours		-	-
	Total DOC Hours *		40.00	1.000
	Total Hours		40.00	1.000
<b>Charleston Correctional Facility - CCF</b>				
	Physician	D	6.00	0.150
	Dentist	D	6.00	0.150
	Dental Assistant	D	2.00	0.050
	Health Services Administrator	D	16.00	0.400
	Masters level Counselor	D	20.00	0.500
	RN	D	50.00	1.250
	LPN	D	24.00	0.600
	LPN	E	14.00	0.350
	Total CMS Hours		138.00	3.450
	Total DOC Hours*		-	-
	Total Hours		138.00	3.450

\* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan  
\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.



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**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
June, 2008

Facility	Position	Shift	Hours/Week	Total FTE
<b>Maine State Prison - MSP</b>				
	Physician	D	28.00	0.700
	Psychiatrist**	D	31.30	.783
	Physician Assistant	D	50.00	1.250
	Dentist	D	36.00	0.900
	Health Services Administrator	D	40.00	1.000
	Director of Nursing	D	40.00	1.000
	Administrative Assistant	D	40.00	1.000
	Medical Records Clerk	D	100.00	2.500
	Dental Assistant	D	32.00	0.800
	Dental Hygienist	D	30.00	0.750
	Masters Level Counselor	D	120.00	3.000
	RN	D	168.00	4.200
	LPN	D	144.00	3.600
	Med Tech	D	30.00	0.750
	RN	E	160.00	4.000
	LPN	E	88.00	2.200
	Med Tech	E	40.00	1.000
	RN	N	192.00	4.800
	LPN	N	16.00	0.400
	Med Tech	N	80.00	2.000
	RN 3 Supervisor*	N	40.00	1.000
	RN 3 Supervisor*	D	40.00	1.000
	RN*	D	40.00	1.000
	LPN*	D	160.00	4.000
	RN 3 Supervisor*	E	40.00	1.000
	RN*	E	40.00	1.000
	LPN*	E	40.00	1.000
	RN*	N	-	-
	Total CMS Hours	D	889.30	27.233
		E	288.00	7.200
		N	288.00	7.200
		TOTAL	1,465.30	36.633
	Total DOC Hours*	D	240.00	6.000
		E	120.00	3.000
		N	40.00	1.000
		TOTAL	400.00	10.000
	Total Program Hours		1,865.30	46.633

\* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan

\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.

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**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
June, 2008

Facility	Position	Shift	Hours/Week	Total FTE
<b>Central Maine Pre-Release Center - CMPRC</b>				
	Physician	D	1.00	0.025
	Nurse Practitioner	D	1.50	0.038
	Dental Assistant	D	1.00	0.025
	RN	D	28.00	0.700
	Total CMS Hours		31.50	0.788
	Total DOC Hours*		-	-
	Total Program Hours		31.50	0.788
<b>Downeast Correctional Facility - DCF</b>				
	Physician	D	2.00	0.050
	Physician Assistant	D	8.00	0.200
	Dentist	D	4.00	0.100
	Health Services Administrator	D	8.00	0.200
	Masters Level Counselor	D	20.00	0.500
	RN	D	36.00	0.900
	LPN	D	36.00	0.900
	RN*	D	40.00	1.000
	Total CMS Hours		114.00	2.850
	Total DOC Hours*		40.00	1.000
	Total Program Hours		154.00	3.850

\* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan  
\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.

**EXHIBIT 1 TO TWELFTH AMENDMENT**  
**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
June, 2008

Facility	Position	Shift	Hours/Week	Total FTE
<b>Long Creek Youth Development Center - LCYDC</b>				
	Physician	D	12.00	0.300
	Dentist	D	9.00	0.225
	Health Services Administrator	D	24.00	0.600
	Dental Hygienist	D	12.00	0.300
	Dental Assistant	D	9.00	0.225
	Administrative Assistant	D	20.00	0.500
	RN	D	32.00	0.800
	LPN	D	20.00	0.500
	RN	E	56.00	1.400
	LPN	E	56.00	1.400
	RN	N	16.00	0.400
	RN 3 DON*	D	40.00	1.000
	RN*	D	40.00	1.000
	RN*	N	40.00	1.000
	Medical Secretary*	D	40.00	1.000
	Total CMS Hours		266.00	6.650
	Total DOC Hours*		160.00	4.000
	Total Program Hours		426.00	10.650

\* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan

\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.

**EXHIBIT 1 TO TWELFTH AMENDMENT**  
**CONTRACT STAFFING PLAN – INCLUDING CMS AND MDOC EMPLOYEES**  
**CONTRACT BETWEEN MAINE DEPARTMENT OF CORRECTIONS (MDOC) AND**  
**CORRECTIONAL MEDICAL SERVICES (CMS)**  
June, 2008

Facility	Position	Shift	Hours/Week	Total FTE
<b>Mountain View Youth Development Center - MVYDC</b>				
	Physician	D	8.00	0.200
	Dentist	D	8.00	0.200
	Health Services Administrator	D	16.00	0.400
	Director of Nursing	D	12.00	0.300
	Medical Records Clerk	D	40.00	1.000
	Admin Assistant	D	40.00	1.000
	Dental Hygienist	D	16.00	0.400
	RN	D	44.00	1.100
	LPN	D	72.00	1.800
	RN	E	56.00	1.400
	LPN	E	56.00	1.400
	RN	N	56.00	1.400
	Total CMS Hours		424.00	10.600
	Total DOC Hours*		-	-
	Total Program Hours		424.00	10.600

<b>Women's Reentry Center (WRC)</b>				
	Physician**	D	1.00	0.025
	Nurse Practitioner**	D	2.00	0.050
	RN**	D	28.00	0.700
	Masters Level Counselor	D	8.00	0.200
	Total CMS Hours		39.00	0.975
	Total DOC Hours*		-	-
	Total Program Hours		39.00	0.975

<b>TOTAL MAINE CONTRACT</b>
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<b>Total CMS Hours</b>	<b>3,749.65</b>	<b>93.742</b>
<b>Total DOC Hours*</b>	<b>640.00</b>	<b>16.000</b>
<b>Total Program Hours</b>	<b>4389.65</b>	<b>109.742</b>

- \* FTE's represent DOC employees included in total FTE's but not included in pricing for CMS staffing plan  
\*\* Cost-Plus Pricing – See Contract Amendments 9 and 10.

6/24/2008

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Exhibit 2 to Twelfth Amendment  
Estimated Personnel Costs - Women's Reentry Center

Personnel Costs:

Category:	Hours	Hourly Rate			Total Estimated Annual Costs
		Comp	Benefits	Comp & Benefits	
Physician	52	102.00		102.00	5,304
Nurse Practitioner	104	50.00	12.20	62.20	6,469
RN	1,456	26.00	6.43	32.43	47,218
Total Estimated Personnel Costs					58,991

This budgeted amount is intended to be utilized for purposes of a monthly expense reconciliation and is not intended to limit the amount of compensation to CMS.

6/23/2008

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Exhibit 3 to Twelfth Amendment  
Estimated Personnel Costs - Psychiatry Services

Personnel Costs:

Category:	Hours	Hourly Rate			Total Estimated Annual Costs
		Comp	Benefits	Comp & Benefits	
Lead Psychiatrist	1,760	162.00	-	162.00	285,120
Additional Hours	120	162.00	-	162.00	19,440
	<u>1,880</u>				<u>304,560</u>
Lead Psychiatrist	1,760	155.00	-	155.00	272,800
Additional Hours	120	155.00	-	155.00	18,600
	<u>1,880</u>				<u>291,400</u>
Psychiatrist On-Call Dollars					<u>20,832</u>
Psych Nurse Practitioner	1,872	60.00	9.18	69.18	129,505
PTO hours (not backfilled)	208	60.00	9.18	69.18	14,389
	<u>2,080</u>				<u>143,894</u>
Total Estimated Personnel Costs					<u>760,686</u>

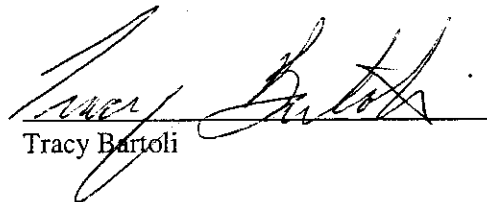
This budgeted amount is intended to be utilized for purposes of a monthly expense reconciliation and is not intended to limit the amount of compensation to CMS.

**SECRETARY'S CERTIFICATE**

I, Tracy Bartoli do hereby certify that I am Assistant Secretary of Correctional Medical Services, Inc. (the "Corporation"), and that, as such, I am authorized to execute this Certificate on behalf of the Corporation, and further certify that:

1. Exhibit A attached hereto is a true and correct copy of resolutions duly adopted by unanimous written consent by the Board of Directors of the Corporation; such resolutions were filed with the minutes of the proceedings of such Board; and with respect to the Corporation, such resolutions are in full force and effect and have not been rescinded or modified in any manner.

IN WITNESS WHEREOF, I have executed this Certificate this 23 day of June, 2008.

  
Tracy Bartoli

## **AUTHORIZATION FOR OFFICERS**

**RESOLVED**, that the Chairman, Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, or any of them, be and hereby is authorized and empowered to negotiate, enter into and execute, for and in the name of the Corporation, any and all agreements, assignments, contracts, and other instruments relating to the business of the Corporation; provided, however, that such authorization shall not apply in connection with any transaction, activity or instrument that requires, under the Certificate of Incorporation, the By-laws, the charter of any committee of the Board of Directors, any standing resolutions of the Board or any committee thereof, or any specific resolution of the Board or any committee thereof, the approval of the Board or of any committee thereof or of any specifically designated officer or officers; and further provided, that (without limiting the foregoing provision) such authorization specifically does not apply to bonds, notes or other evidences of indebtedness and pledges, mortgages or other hypothecation of assets of the Corporation, or the guarantee or assumptions of obligations of any third party, either directly or indirectly.

**RESOLVED**, that each officer of the Corporation is authorized:

- a. to execute and deliver applications, bonds, and other documents required by state, local, or federal authorities to provide services at any location operated or managed by the Corporation ("Location");
- b. to execute and deliver applications for state, federal or local permits required to operate at any Location and to sign all additional documents that may be appropriate or desirable in connection therewith;
- c. to execute and deliver any renewal forms, extensions, transfers, or termination agreements with respect to the foregoing; and
- d. to cause any subsidiary of the Corporation to execute and deliver applications, bonds, and other documents as well as extensions, transfers, or termination agreements with respect to the foregoing at any Location operated or managed by such subsidiary; and it is further

**RESOLVED**, that if any such governmental authority requires a resolution of this Board of Directors as an exhibit to any such application, bond, or other document, and such state does not recognize the form of resolution immediately preceding, this Board of Directors adopts a form of any such resolution required by such state, provided counsel for the Corporation is of the opinion that the adoption of such resolution is necessary or advisable, and evidences such opinion by instructing the Secretary to attach as an appendix to these resolutions a copy of such resolution, which shall thereupon be deemed to have been adopted by this Board with the same force and effect as if presented in the same terms for the approval of this Board.